
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 7, 2019**

SINTX Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-33624
(Commission
File Number)

84-1375299
(IRS Employer
Identification No.)

**1885 West 2100 South
Salt Lake City, UT 84119**

(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: **(801) 839-3500**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class:</u>	<u>Trading Symbol(s):</u>	<u>Name of each exchange on which registered:</u>
Common Stock, par value \$0.01 per share	SINT	The NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company [X]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. []

Item 1.01 Entry into a Material Definitive Agreement.

On June 7, 2019, SINTX Technologies, Inc. (“SINTX”) entered into an Amendment to Centrepointe Business Park Lease Agreement (the “Lease Amendment”) with Centrepointe Properties, LLC (“Landlord”). The Lease Amendment amended certain terms of the original lease agreement entered into between the parties on April 21, 2009 (the “Original Lease”).

Pursuant to the Lease Amendment, the total leased space was reduced from approximately 54,000 square feet to approximately 30,000 square feet. Additionally, SINTX has agreed to promptly vacate from non-leased space (the “Vacated Premises”). Once Landlord confirms that SINTX has vacated from the Vacated Premises and the Vacated Premises are ready to be marketed by Landlord, the monthly rent due under the Original Lease will be decreased by \$15,000. SINTX will continue to be responsible for the full previously leased space until the earlier of January 1, 2020 and the date a new tenant takes possession of the space vacated by SINTX. The term of the Original Lease was amended to end on December 31, 2024 and SINTX has two five-year extension options. Beginning January 1, 2020, the base rent is amended to be \$16.74 per rentable square foot. On each one-year anniversary of January 1, 2020 thereafter, the amended base rent will increase by 3% of the immediately preceding prior year’s amended base rent. Notwithstanding the foregoing, if the Vacated Premises are leased by the Landlord and the new tenant begins paying rent for periods before January 1, 2020, the base rent for periods prior to January 1, 2020, will be reduced by the amount of rent paid by the new tenant for the Vacated Premises for periods before January 1, 2020.

The foregoing description of the Lease Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Lease Amendment, a copy of which is filed hereto as Exhibit 10.1.

Item 8.01 Other Events.

A copy of the press release issued by the Company with respect to the Lease Amendment is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment to Centrepointe Business Park Lease Agreement, dated June 7, 2019, between SINTX Technologies, Inc. and Centrepointe Properties, LLC.</u>
99.1	<u>Press Release dated June 10, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SINTX Technologies, Inc.

Date: June 10, 2019

By: /s/ B. Sonny Bal

B. Sonny Bal
Chief Executive Officer

**AMENDMENT TO
CENTREPOINTE BUSINESS PARK LEASE AGREEMENT**

This Amendment to Centrepointe Business Park Lease Agreement (this “**Amendment**”) is dated June 7, 2019, between CENTREPOINTE PROPERTIES, LLC, a Utah limited liability company (“**Landlord**”), and SINTX TECHNOLOGIES, INC, a Delaware corporation (formerly known as Amedica Corporation) (“**Tenant**”).

The Landlord and Tenant are parties to the Centrepointe Business Park Lease Agreement dated April 21, 2009, as amended (the “**Lease**”). The parties want to amend the Lease as stated in this Amendment.

The parties therefore agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment but not otherwise defined have the meanings in the Lease.

2. **Reduction of Premises.** The Premises are hereby amended and reduced to be 11,689 square feet of Office Area (including kitchen/buffet area) (5,726 square feet on the main floor of the Building, 5,700 square feet on the second floor of the Building, and 263 square feet of kitchen/buffet space in the Building) and approximately 13,993 square feet of Production Area (the Premises, as amended, the “**New Premises**,” and the portion of the Premises not included in the New Premises, the “**Vacated Premises**”). The Premises, as amended by this Amendment, are as shown on exhibit A with any ambiguities determined by the Landlord’s architect. The Tenant shall promptly vacate the Vacated Premises. The Tenant shall leave the Vacated Premises in a condition consistent with the vacating obligations of the Tenant at the end of the lease term pursuant to the Lease. Until the earlier to occur of (a) January 1, 2020, and (b) the date a new tenant takes possession of the Vacated Premises, the Tenant remains responsible for the full Building on the terms of the Lease. The Landlord is not entitled to relocate the Tenant to other space within the Building. The Tenant’s right to signage, parking, and other tenant rights that are typically allocated among tenants in a single building will be reduced by 50% so the signage, parking, and other tenant rights can be shared with a future tenant of the Vacated Premises.

3. **Amended Term.** The Term is amended to end on December 31, 2024, with two five-year Extension Options. Those Extension Options will be on the same terms as in the Lease (modified to be consistent with this Amendment).

4. **Amended Base Rent**

4.1 Beginning January 1, 2020, the Base Rent is amended to be \$16.74 per RSF. On each one-year anniversary of January 1, 2020 thereafter, the amended Base Rent will increase by 3% of the immediately preceding prior year’s amended Base Rent. Notwithstanding the foregoing, if the Vacated Premises are leased by the Landlord and the new tenant begins paying rent for periods before January 1, 2020, the Base Rent for periods prior to January 1, 2020, will be reduced by the amount of rent paid by the new tenant for the Vacated Premises for periods before January 1, 2020, all as reasonably determined by the Landlord.

4.2 For the period beginning on the date of this Amendment and ending December 31, 2019, when the Vacated Premises are fully vacated by the Tenant pursuant to section 2 and ready to be marketed by the Landlord, the Base Rent under the Lease will be reduced by \$15,000 per month, prorated on a per-day basis for any short periods.

5. Improvements

5.1 The Landlord shall pay for the following improvements to the New Premises:

(a) Replacement of carpet throughout all areas where there is existing carpet (not to exceed \$40 per yard)

(b) Repair of the crack in the lobby floor (photo of location of the crack attached as exhibit B) (The Landlord shall repair (at Landlord's cost) any material damage to the tile in the lobby floor arising from the problem causing the existing crack or resulting from the repair.)

(c) Separation of the New Premises from the Vacated Premises (The parties agree that a separate doorway into the server room located in the Vacated Premises will not be initially installed while the Vacated Premises is vacant. At such time as the Vacated Premises is leased to a third party, Landlord shall seek to maintain access to the server room for Tenant. If Landlord is unable to do so, then Landlord shall install a doorway from the second floor lobby into the server room providing Tenant access to the server room.)

5.2 The Tenant shall perform and pay for the following improvements to the New Premises:

(a) Repair to good working order and condition the entire sidewalk snow-melt system

(b) Repair and service to good working order and condition the building's HVAC system

(c) Additional improvements for a research and development lab as described on exhibit C

5.3 The Landlord and the Tenant shall each pay half of the following improvements to the Premises:

(a) Separating the security system and IT network in the Building to accommodate multiple tenants in the Building

5.4 The Tenant shall manage (at no cost) all the improvements in this section 5, except that all improvements to be paid for (in whole or in part) by the Landlord must be approved in writing by Landlord before the expense is incurred. The Landlord shall not unreasonably withhold or delay that consent. Section 12 (Alternations) of the Lease applies to the improvements contemplated by this section 5.

6. Other Covenants

6.1 **Amended Utilities Obligation.** The parties acknowledge that, pursuant to section 15 of the Lease, the Tenant paid utilities directly. After this Amendment, the Tenant shall promptly send all utilities invoices to the Landlord and appropriately notify the utilities providers to send future invoices to the Landlord. The Landlord shall pay those utilities invoices, and the amount allocable to the Tenant pursuant to the Lease will be included in Additional Rent.

6.2 **Exterior Light Service.** The Landlord shall cause the exterior lighting system to be serviced quarterly. The appropriate portion of the cost of that service will be included in Additional Rent.

6.3 **Tenant Access to Premises.** The Tenant may install and maintain security systems, IT equipment, and conduits and other similar measures as necessitated by Tenant's internal and customer security and program requirements. Prior to accessing any part of the Building other than the New Premises, the Tenant shall give the Landlord three days prior written notice and shall use reasonable efforts to minimize the impact on other tenants in the Building.

7. **Conforming Modifications.** The Lease is amended to be consistent with this Amendment and to provide that it will be a breach of the Lease if a party fails to comply with the terms of this Amendment. If there is a conflict between the terms of this Amendment and any term in the Lease, the terms of this Amendment will control. Except as specifically set forth in this Amendment, all terms of the Lease remain unmodified and in full force and effect. Any reference to the Lease after the date of this Amendment is deemed to be a reference to the Lease as amended by this Amendment.

8. General Provisions

8.1 **Entire Agreement.** This Amendment constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Amendment. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Amendment are expressly merged into and superseded by this Amendment. The provisions of this Amendment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. There are no conditions precedent to the effectiveness of this Amendment other than those expressly stated in this Amendment.

8.2 **Counterparts; Facsimile and Electronic Signatures.** The parties may sign this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of a signed counterpart signature page by facsimile or electronically is as effective as signing and delivering this Amendment in the presence of the other parties to this Amendment. This Amendment is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Amendment, a party must produce or account only for the signed counterpart of the party to be charged.

8.3 **Interpretation.** This Amendment will not be construed in favor of or against any party because of authorship or for any other reason.

[Remainder of page intentionally left blank]

The parties are signing this Amendment to Centrepointe Business Park Lease Agreement on the date stated in the introductory paragraph.

CENTREPOINTE PROPERTIES, L.L.C.

By: /s/Corey Brand

Name: Corey Brand

Title: Manager

SINTX TECHNOLOGIES, INC

By: /s/David O'Brien

Name: David O'Brien

Title: Vice President, General Manager

Exhibit A
The New Premises

Exhibit B

Photo of Crack in the Lobby Floor

Exhibit C

Additional Improvements to be Installed by Tenant

SINTX TECHNOLOGIES RENEWS LEASE WITH PORTFOLIO INVESTMENTS AT CENTREPOINTE BUSINESS PARK

SALT LAKE CITY, Utah (June 10, 2019) — SINTX Technologies, Inc., a ceramics OEM company that develops and manufactures silicon nitride, announced today that the Company renewed its lease with Portfolio Investments at Centrepointe Business Park in Salt Lake City, Utah, for a five year term. SINTX has been at this location since 2009. The Company will lease a smaller section of the building consistent with a new footprint following the sale of its retail spine business and re-branding last year.

Dr. Sonny Bal, President & CEO, said “This is a milestone for SINTX. We have right-sized our operations, and the significant cost savings from the building lease will allow SINTX to focus on scaling up our manufacturing, and invest further in R&D activities.”

“We are excited to remain in Salt Lake City, a technology hub,” Dr. Bal added. “The company was founded here in 1996. Our first silicon nitride spinal device was implanted at the University of Utah in 2008. We have long-standing relationships with the University’s Bone & Joint Laboratory and Nanofab facility. We look forward to growing our company in Utah.”

Centrepointe Business Park is located in proximity of the Salt Lake City International Airport and is within minutes of downtown Salt Lake City. Corey Brand of Centrepoint said “SINTX has been a great tenant and we look forward to the next five years with them.”

SINTX was represented in the transaction by Travis Yates of Colliers International.

About SINTX Technologies

SINTX Technologies is an OEM ceramics company that develops and commercializes silicon nitride for biomedical applications, such as spine and dental implants. The core strength of SINTX Technologies is the research and development of medical-grade silicon nitride ceramics for external partners. The Company presently manufactures silicon nitride spinal implants in its FDA registered and ISO 13485 certified manufacturing facility for CTL-Amedica, the exclusive retail channel for silicon nitride spinal implants.

For more information on SINTX Technologies or its silicon nitride material platform, please visit www.sintx.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) that are subject to a number of risks and uncertainties. Readers are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date on which they are made and reflect management’s current estimates, projections, expectations and beliefs. A discussion of those risks and uncertainties can be found in SINTX’s Risk Factors disclosure in its Annual Report on Form 10-K, filed with the Securities and Exchange Commission (SEC) on March 11, 2019, and in SINTX’s other filings with the SEC. SINTX disclaims any obligation to update any forward-looking statements. SINTX undertakes no obligation to publicly revise or update the forward-looking statements to reflect events or circumstances that arise after the date of this report.

Contact:

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